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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
VOYAGER DIGITAL HOLDINGS, INC., *et al.*,¹) Case No. 22-10943 (MEW)
)
Debtors.) (Jointly Administered)
)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on January 13, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Adequacy of the Debtors’ Disclosure Statement, (III) Approving (A) Procedures for Solicitation, (B) Forms of Ballots and Notices, (C) Procedures for Tabulation of Votes and (D) Procedures for Objections, and (IV) Granting Related Relief* (the “Disclosure Statement Order”) [Docket No. 861],² (a) authorizing the debtors and debtors in possession (collectively, the “Debtors”), to solicit votes for the *Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”) [Docket No. 852]; (b) conditionally approving the *Second Amended Disclosure Statement Relating to the Third Amended Joint Plan of Voyager Digital Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) [Docket No. 853] as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the Solicitation Packages; (d) approving procedures for soliciting, receiving, and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Debtors’ principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003.

² Capitalized terms not otherwise defined herein shall have the meaning given to them in the Plan or Disclosure Statement Order, as applicable.

tabulating votes on the Plan and for filing objections to the Plan; and (e) scheduling the Combined Hearing.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this plan supplement (the “Plan Supplement”), in support of the Plan and as contemplated by the Plan and the Disclosure Statement Order.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Plan Supplement includes the following documents:³

Exhibit **Description**

A Schedule of Assumed Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE THAT counterparties to the executory contracts and unexpired leases listed on Exhibit A may file an objection to the Debtors’ proposed assumption of such executory contracts and unexpired leases and related cure costs (a “Cure Objection”).

PLEASE TAKE FURTHER NOTICE that a Cure Objection must: (i) be in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed cure costs, state the correct cure amount alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; (iv) be filed electronically with the Court on the docket of *In re Voyager Digital Holdings, Inc.*, No. 22-10943 (MEW) by registered users of the Court’s electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the Court which are available on the Court’s website at <http://www.nysb.uscourts.gov>; and (v) be served so as to be actually received by February 22, 2023, at 4:00 p.m., prevailing Eastern Time (the “Cure Objection Deadline”), on counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg (jsussberg@kirkland.com); Christopher Marcus (cmarcus@kirkland.com); Christine Okike (christine.okike@kirkland.com); and Allyson B. Smith (allyson.smith@kirkland.com).

PLEASE TAKE FURTHER NOTICE THAT the Combined Hearing will commence on March 2, 2023, at 10:00 a.m. prevailing Eastern Time, before the Honorable Michael E. Wiles, in the United States Bankruptcy Court for the Southern District of New York, located at One Bowling Green, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the Court’s General Order M-543, dated March 20, 2020 (“General Order M-543”), the Combined Hearing will be conducted

³ The Debtors anticipate filing the remaining Plan Supplement exhibits on or before February 8, 2023, and February 15, 2023, as applicable, as contemplated by the Disclosure Statement Order.

telephonically. Parties wishing to participate in the Combined Hearing should do so by making arrangements through CourtSolutions LLC. Instructions to register for CourtSolutions LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan or Disclosure Statement is **February 22, 2023, at 4:00 p.m. prevailing Eastern Time** (the “Objection Deadline”). Any objections to the relief sought at the Combined Hearing must: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be *actually received* on or before the Objection Deadline:

<i>Debtors</i>	
Voyager Digital Holdings, Inc. 33 Irving Place, Suite 3060 New York, NY 10003 Attention: Stephen Ehrlich and David Brosol	
<i>Counsel to the Debtors</i>	<i>Counsel to the Committee</i>
Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attention: Joshua A. Sussberg; Christopher Marcus; Christine A. Okike; Allyson B. Smith	McDermott Will & Emery LLP One Vanderbilt Avenue New York, NY 10017 Attention: Darren Azman; Joseph B. Evans; Grayson Williams; Gregg Steinman
<i>United States Trustee</i>	
Office of the United States Trustee for the Southern District of New York U.S. Federal Office Building 201 Varick Street, Room 1006 New York, NY 10014 Attention: Richard Morrissey; Mark Bruh	

PLEASE TAKE FURTHER NOTICE THAT certain documents, or portions thereof, contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Plan Supplement in accordance with the Plan at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT copies of the Plan, the Disclosure Statement, the Disclosure Statement Order, and other pleadings filed in these chapter 11 cases are available free of charge by visiting the website of Stretto at <http://www.cases.stretto.com/Voyager>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov/> in accordance with the procedures and fees set forth therein.

[Remainder of page intentionally left blank]

Dated: February 1, 2023
New York, New York

/s/ Joshua A. Sussberg
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
Joshua A. Sussberg, P.C.
Christopher Marcus, P.C.
Christine A. Okike, P.C.
Allyson B. Smith (admitted *pro hac vice*)
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Counsel to the Debtors and Debtors in Possession

Exhibit A

Schedule of Assumed Executory Contracts and Unexpired Leases

Article V.A. of the Plan Provides as follows

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including any employee benefit plans, severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan or the Plan Supplement; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Effective Date; (3) is to be assumed by the Debtors or assumed by the Debtors and assigned to another third party, as applicable, in connection with the Sale Transaction; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (5) is a D&O Liability Insurance Policy other than the Side-A Policy. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

This Exhibit A contains the Schedule of Assumed Executory Contracts and Unexpired Leases. In the schedule, cure amounts are aggregated for certain counterparties with whom the Debtors have multiple contracts and/or leases. The aggregation of cure amounts shall not be deemed or construed as an admission or acknowledgment by any Debtor that it has any liability for such cure amount except to the extent it is obligated under an assumed contract to which it is a party. Further, to the extent any Debtor actually pays a cure amount on behalf of another Debtor, all rights of subrogation, contribution, and reimbursement are expressly reserved.

No.	Debtor Name	Counterparty Name	Description of Contract	Cure Amount
1	Voyager Digital, LLC	Ada Support Inc.	ADA Services Agreement and Amendment #1	\$ 0.00
2	Voyager Digital, LLC	Amazon Web Services	AWS Customer Agreement	\$ 220,614.04
3	Voyager Digital, LLC	Amazon Web Services	AWS Service Terms	See above
4	Voyager Digital, LLC	Anchorage	Digital Bank Order Form	\$ 0.00
5	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Order Form	\$ 351.03
6	Voyager Digital Holdings, Inc.	Blockdaemon Inc.	Validator Agreement	See above
7	Voyager Digital, LLC	Coinbase, Inc.	Coinbase Prime Institutional Client Agreement	\$ 0.00
8	Voyager Digital, LLC	Coinbase Custody Trust Company, LLC	Custodial Services Agreement	\$ 0.00
9	Voyager Digital, LLC	CDW	CDW Customer Service Order Form Google Workspace	\$ 0.00
10	Voyager Digital, LLC	Chainalysis Inc.	Order Form	\$ 0.00
11	Voyager Digital Holdings, Inc.	Cloudflare	Enterprise Service Order Form	\$ 0.00
12	Voyager Digital Holdings, Inc.	Cloudflare	Insertion Order Form	See above
13	Voyager Digital, LLC	Concur Technologies, Inc.	Order Form	\$ 0.00
14	Voyager Digital, LLC	Copper Technologies (UK) Limited	Third Party Agreement	\$ 0.00
15	Voyager Digital, LLC	Copper Technologies (UK) Limited	Side Letter To Copper's Terms & Conditions — Crypto Asset Service	See above
16	Voyager Digital Holdings, Inc.	Datasite	Statement of Work	\$ 0.00
17	Voyager Digital, LLC	Dropbox	Dropbox Services Agreement	\$ 0.00
18	Voyager Digital Ltd.	Fireblocks Inc.	Fireblocks License Agreement	\$ 0.00
19	Voyager Digital Ltd.	Fireblocks Inc.	First Amendment to the Fireblocks License Agreement	See above
20	Voyager Digital, LLC	Fivetrans	Service Order Form	\$ 0.00
21	Voyager Digital, LLC	GoDaddy	Universal Terms Of Service Agreement	\$ 0.00
22	Voyager Digital Ltd.	Goodbay Technologies, Inc.	Client Services Agreement	\$ 54,604.00
23	Voyager Digital, LLC	Iterable	Enterprise Sales Order Form	\$ 35,423.46
24	Voyager Digital, LLC	JAMF	Software License And Services Agreement	\$ 0.00
25	Voyager Digital, LLC	MaestroQA	SaaS Services Order Form	\$ 0.00
26	Voyager Digital Holdings, Inc.	Network Redux LLC	Statement of Work	\$ 1,727.82
27	Voyager Digital, LLC	Okta	Master Subscription Agreement	\$ 0.00
28	Voyager Digital, LLC	Oracle America, Inc.	Oracle Netsuite Fee Estimate	\$ 0.00
29	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Plaid Inc. Master Services Agreement	\$ 100,000.00
30	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Assets Addendum to the Master Services Agreement	See above
31	Voyager Digital Ltd.	Plaid Inc. (f.k.a. Plaid Technologies, Inc.)	Addendum to Master Services Agreement	See above
32	Voyager Digital, LLC	RECIPROCITY, INC.	Order Form	\$ 0.00
33	Voyager Digital, LLC	Segment.io, Inc	Order Form	\$ 0.00
34	Voyager Digital, LLC	Sift Science, Inc	Order Form	\$ 77,240.41
35	Voyager Digital, LLC	Slack Technologies, LLC	Order Form	\$ 0.00
36	Voyager Digital, LLC	Snowflake	Order Form	\$ 0.00
37	Voyager Digital, LLC	Socure Inc.	MSA & Amendments #1-7	\$ 1,404,493.38
38	Voyager Digital, LLC	Tableau Software, LLC	Tableau Purchase Authorization Form	\$ 0.00
39	Voyager Digital, LLC	Talos	Software Subscription Agreement	\$ 195,685.88
40	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Statement of Work and Subsequent Amendments	\$ 0.00
41	Voyager Digital Holdings, Inc.	ThoughtWorks, Inc.	Master Services Agreement	See above
42	Voyager Digital, LLC	TriNet HR III, Inc.	TriNet Technology Services Requisition Form	\$ 0.00
43	Voyager Digital Holdings, Inc.	TriNet HR III, Inc.	Consent to Assignment of TriNet Contract	See above
44	Voyager Digital, LLC	Twilio Inc.	Order Form	\$ 20,339.21
45	Voyager Digital, LLC	Usio, Inc.	Automated Clearing House Services Agreement and Second through Fourth Amendments	\$ 3,700.00
46	Voyager Digital Holdings, Inc.	33 Irving Tenant LLC	WeWork New York and Subsequent Amendments	\$ 0.00
47	Voyager Digital, LLC	78 SW 7th Street Tenant LLC	WeWork Miami	See above
48	Voyager Digital Holdings, Inc.	150 4th Ave N Tenant LLC	WeWork Nashville	See above
49	Voyager Digital, LLC	Zendesk	Service Order Form	\$ 23,335.71